Contract ID#:_	B90611C
Encumb. #:	CFPW06000019





# CF E-160-15

# **CF** (Capital)

Contract Details
NIFS ID #: CFPW 06000019 NIFS Entry Date: 7/10/15
SERVICE: Architect / Engineering Services
Term: from April 2, 2010 to December 31, 2017

New Renewal	1) Mandated Program:	Yes 🗌	No 🔲
Amendment #1	2) Comptroller Approval Form Attached:	Yes 🖂	No 🔲
Time Extension	3) CSEA Agmt. § 32 Compliance Attached:	Yes 🖂	No 🔲
Addl. Funds	4) Vendor Ownership & Mgmt. Disclosure Attached:	_Yes □	<b>√X</b> ∘ □
Blanket Resolution	5) Insurance Required	Yes 🖂	<b>N</b> y∐
RES#			

Agency Information

Vendor	o engale a college a la college de la co La college de la college d
Name	Vendor ID#
Cameron Engineering and Associates LLP	11-3313855-01
Address	Contact Person
Three Ariel Way, Suite 140 Syosset, NY 11791	Joseph Amato
oj sobelj i i i i i i i i i i i i i i i i i i i	Phone
	516-827-4900

<ul> <li>County Department</li> </ul>
Department Contact
Shila Shah-Gavnoudias, P.E.
Commissioner of Public Works
Address
1194 Prospect Avenue
Westbury, NY 11590
Phone
516-571-9604
310-371-7004

Routing Slip

F DATE Rec'd. □	DEPARTMENT	Internal Verification	Appy'd& Fwd.	SIGNATURE -	Leg: Approval Required
	Department	NIFS Entry (Dept) NIFS Appvl (Dept. Head)	- Glyk		
	DPW (Capital Only)	CF Capital Fund Approval	1/10/11 I		
,	ОМВ	NIFS Approval	- 7/1 <i>1/1/5</i>	William lote	Yes No No Not required if Blanker Res
8/20/15	County Attorney	CA RE & Insurance -Verification	1 /20/19	a. mety	
8/21/15	County Attorney	CA Approval as to form	28/21/s	fle of	Yos No II
1 2	Legislative Affairs	Fw'd Original Contract to CA	□ 20/15	Coxcetta a. V.	Much
	Rules/ Leg				
	County Attorney	NIFS Approval			
	Comptroller	NIFS Approval		Markey	
Pulls	County Executive	Notarization Filed with Clerk of the Leg.	Broker		LC JIIY SIUL

**Contract Summary** 

RECEIVED ROUNTY

Contract ID#: <u>B90611C</u> Encumb. #: <u>CFPW06000019</u>		Department:	DPW
Description: Amendment of Personal Services Agreement B90611C - Term	Extension - 4/2/2010 through	12/31/2017	3,
Purpose: Approval to extend the term of the Personal Services Agreement wi 2017.	th Cameron Engineering and	Associates, LLP from A	April 2, 2010 through December 31,
Method of Procurement: RFP - A qualification-based rating system in acco	rdance with established DPW	V procedures.	
Procurement History: N/A - The original agreement was approved by the N	lassau County Legislature on	August 6, 2006.	
Description of General Provisions: This extension of an existing Personal Se	ervices Agreement is for Apr	il 2, 2010 through the D	ecember 31, 2017 period.
Impact on Funding / Price Analysis: Funding for this amendment will come	from Capital Project #9061	l.	
Change in Contract from Prior Procurement: N/A			
Recommendation: Approve as submitted.			
Advisement Information			

Fund:	CAP
Control:	90
Resp:	611
Object:	000
Transaction:	

Revenue Contract	XXXXXXX
County	\$
Federal	\$
State	\$
Capital	\$ 0.01
Other	\$
TOTAL	\$

Name

LINE	INDEX/OBJECT CODE	AMO	UNT:
l	PWCAPCAP/906112	\$	0.01
11,04 ma 38,8 3201	11/1/		
Antonio de Calenda.	. J. Jamalo 8/20/15		
and the second second	and a second contract of the second contract		
	TOTAL	\$	0.01

RENEW	AL .
% Increase	
% Decrease	

Name

Date

Document	Prepared	Bv:

NIFS Certification

I certify that this document was accepted into NIFS.

	Date:
	Secretary Commencer Commen
Comptroller Certification	County Executive Approval
nencumbered balance sufficient to cover this contract is esent in the appropriation to be charged.	Name (1)
	Date 8/16/15
	(For Office Use Only)  E #:

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE DEPARTMENT OF PUBLIC WORKS AND CAMERON ENGINEERING AND ASSOCIATES LLP

WHEREAS, the County has negotiated an amendment to a personal services agreement with Cameron Engineering and Associates, LLP to provide architectural/engineering services in connection with the upgrade/renovation of the HVAC system ant various County Court facilities, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County
Legislature authorize the County Executive to execute the said amendment
to an agreement with Cameron Engineering and Associates, LLP

FAML6200 V4.2 LINK TO:

NIFS PRODUCTION SYSTEM PROJECT SUMMARY INQUIRY 07/17/2015 9:27 AM

ACTIVE

FUNDING PERIOD : CURRENCY CODE : BALANCE (Y,M,Q,A) : A

FISCAL MO/YEAR : 07 2015 JULY 2015 PROJECT END DATE:

PROJECT : 90611 VAR CTR FACILITIES RENOVATION

PROJECT DETAIL

CHARACTER OBJECT : X FUND TYPE

FUND

SUBFUND

S	OBJECT	DESCRIPTION	BUDGET	ACTUAL	ENCUMBERED	BALANCE
	OΑ	CAPITAL PROCEEDS	16,000,000	6,997,709		-9,002,291
	BF	RENTS & RECOVERIES	2,560	2,560		-,,
	SA	STATE AID - REIMB	35,679	35,679		
		REVENUE TOTAL	16,038,239	7,035,948		-9,002,291
		CAPITAL PROJECTS	16,038,239	1,758,377	1,251,335	13,028,527
		SALARIES, WAGES &		121 <b>,</b> 948		-121,948
	AB	FRINGE BENEFITS		23,642		-23,642
	1-HELP	F2-SELECT		PRIOR F5-	-NEXT	,
	7-PRIOR	PG F8-NEXT PG F9-	-LINK			

G014 - RECORD FOUND

### NIFS PRODUCTION SYSTEM VENDOR SUMMARY

07/17/2015 9:32 AM

FISCAL MO/YEAR: 07 2015

VENDOR NUMBER : 113313855 01 CAMERON ENGINEERING & ASSOC LLP VENDOR ALPHA : CAMERON ENGINEERING&ASSOC

			~~
s vendor summary	JULY 2015	ANNUAL BALANCE	ALL YEARS BALANCE
ENCUMBRANCES	-10,844.50	-383,744.87	6,380,162.91
RETAINAGES	.00	.00	.00
ACCRUALS	.00	-23,914.29	.00
PAYMENTS	10,844.50	992,306.16	10,144,891.96
CASH RECEIPTS	.00	.00	· · · · · · · · · · · · · · · · · · ·
ACCT RECVABLE	.00		.00
		.00	.00
1099 TOTALS	10,844.50	979 <b>,</b> 099.89	979,099.89
B/U WITHHOLDING	.00	.00	.00
B/U WITH PAID	.00	.00	.00
TX LIEN W/HELD	.00	.00	.00
TAX LIENS PAID	.00	.00	.00
ST BCKUP W/HOLD	.00	.00	.00
ST BU W/H PAID	.00		
· · · · · · · · · · · · · · · · · · ·		.00	.00
F1-HELP F2-SELECT	F4-PR	IOR F5-NEXT	
	F9-LINK		

G014 - RECORD FOUND

NIFS PRODUCTION SYSTEM VENDOR DETAIL

07/17/2015 9:31 AM

ACTIVE

FISCAL MO/YEAR : 07 2015 JULY 2015

BALANCE TYPE : 01 ENCUMBRANC

VENDOR : 113313855 01 CAMERON ENGINEERING & ASSOC LLP

S POST DATE T/C DOCUMENT INDEX SUBOBJ BANK CHECK NO PERIOD DUE DATE DESCRIPTION AMOUNT 07/09/2015 136P VGPW15000820 01 PWCAPCAP 00003 07 2015 06/18/2015 \*26433\* EST 3 -10,844.50

ACTIVE

NIFS PRODUCTION SYSTEM VENDOR DETAIL

07/17/2015 9:31 AM

FISCAL MO/YEAR: 06 2015 JUNE 2015 BALANCE TYPE: 01 ENCUMBRANC

VENDOR : 113313855 01 CAMERON ENGINEERING & ASSOC LLP

S	POST DATE T/C DOCUMENT		INDEX	SUBOBJ BANK	CHECK NO PERIOD
	DUE DATE DESCRIPTION				AMOUNT
	06/08/2015 136P VGPW15000666	01	PWCSWCSW	00002	06 2015
	05/15/2015 *26321* EST 5				-9,477.00
	06/17/2015 136P VGPW15000390	01	PWCSWCSW	00002	06 2015
	06/12/2015 *25968* EST 4				-368,286.28
	06/17/2015 136P VGPW15000626	01	PWCSWCSW	00002	06 2015
	06/12/2015 *26179* EST 5				-349,525.00
	06/26/2015 136P VGPW15000745	01	PWCSWCSW	00002	06 2015
	06/03/2015 *26407* EST 6				-5,467.50

F1-HELP F2-SELECT

F7-PRIOR PG F8-NEXT PG F9-LINK

G014 - RECORD FOUND

NIFS PRODUCTION SYSTEM VENDOR DETAIL

07/17/2015 9:31 AM

ACTIVE

FISCAL MO/YEAR: 05 2015 MAY 2015 BALANCE TYPE: 01 ENCUMBRANC

VENDOR : 113313855 01 CAMERON ENGINEERING & ASSOC LLP

S POST DATE T/C		INDEX	SUBOBJ BANK	CHECK NO PERIOD	
DUE DATE DESCR	<del>, _ ,</del>			AMOUNT	•
	CLPW15000013 01		00003	05 2015	,
	2-ON CALL TRAFFIC			25,000.00	
	CLPW15000013 02			05 2015	
AMEND	2-ON CALL TRAFFIC	C ENGINEERING+	CM SVCES	25,000.00	!

NIFS PRODUCTION SYSTEM
VENDOR DETAIL

07/17/2015 9:31 AM

ACTIVE

FISCAL MO/YEAR : 04 2015 APR 2015

BALANCE TYPE : 01 ENCUMBRANC

VENDOR : 113313855 01 CAMERON ENGINEERING & ASSOC LLP

S	POST DATE T/C DUE DATE DESCRI	DOCUMENT PTION		INDEX	SUBOBJ BANK	CHECK NO PERIOD AMOUNT
	04/06/2015 136P 03/04/2015 *25726		01	PWCSWCSW	00002	04 2015 -10,010.00
	04/09/2015 136P 03/09/2015 *25910		01	PWCAPCAP	00003	04 2015 -21,589.64
	04/16/2015 136P 03/25/2015 *25961		01	PWCSWCSWFS	00002	04 2015 -26,717.60
	04/18/2015 136F 04/19/2015 DISENU	VDPW15000288 MBER FUNDS	01	PWCSWCSW	00002	04 2015 -17,450.00
	04/27/2015 136P 04/02/2015 *25909	VGPW15000468	01	PWCAPCAP	00003	04 2015 -23,674.00
	04/29/2015 136P 04/10/2015 *26169		01	PWCSWCSW	00002	04 2015 -42,900.00

NIFS PRODUCTION SYSTEM VENDOR DETAIL

07/17/2015 9:31 AM

ACTIVE

FISCAL MO/YEAR : 03 2015 MAR 2015

BALANCE TYPE : 01 ENCUMBRANC

VENDOR : 113313855 01 CAMERON ENGINEERING & ASSOC LLP

S	POST DATE T/C DOCUMENT	INDEX	SUBOBJ BANK	CHECK NO PERIOD
	DUE DATE DESCRIPTION			AMOUNT
	03/02/2015 136P VDPW15000042		DE5C5	03 2015
	03/02/2015 *25557-ENG SER-THRU			-13,206.27
	03/23/2015 136P VGPW15000291	01 PWCSWCSW	00002	03 2015
	02/26/2015 *259669* EST 4			-6,925.50
	03/24/2015 136P VGPW15000294	01 PWCSWCSW	00002	03 2015
	02/26/2015 *25965* EST 12			-27,170.00

F1-HELP F2-SELECT F7-PRIOR PG F8-NEXT PG F9-LINK

G014 - RECORD FOUND

NIFS PRODUCTION SYSTEM VENDOR DETAIL

07/17/2015 9:31 AM

ACTIVE

FISCAL MO/YEAR : 02 2015 FEB 2015

BALANCE TYPE : 01 ENCUMBRANC

VENDOR : 113313855 01 CAMERON ENGINEERING & ASSOC LLP

	,		
S POST DATE T/C DOCUMENT	INDEX	SUBOBJ BANK	CHECK NO PERIOD
DUE DATE DESCRIPTION			AMOUNT
02/03/2015 136P VGPW15000091 01	PWCSWCSW	00002	02 2015
02/03/2015 *25854* EST 9			-4,307.50
02/05/2015 136P VGPW15000124 03	PWCAPCAP	00003	02 2015
02/05/2015 *2805A* EST 1			-22,286.08
02/11/2015 136P VGPW15000153 01	PWCAPCAP	00003	02 2015
02/04/2015 *25805* EST 1	I WOILL OLL	00009	-26,005.00
02/17/2015 103 CFPW14000063 01	DMCGMCGM	00002	
CCWPCP ELECTRIC DISTRI	D SISTEM DEST		555,750.00
02/17/2015 109 CLPW14000048 01	. PWCAPCAP	00003	02 2015
AMEND 1-CM SVCES HIGHW	AY-BRIDGE CON	STRUCTION	.01
02/26/2015 136F VDPW15000085 01		DE5C5	02 2015
02/26/2015 DISENCUMBER FUNDS			-3,653.01
			J, 0JJ. UI

NIFS PRODUCTION SYSTEM VENDOR DETAIL

07/17/2015 9:31 AM

ACTIVE

FISCAL MO/YEAR: 01 2015 JAN 2015 BALANCE TYPE: 01 ENCUMBRANC

VENDOR : 113313855 01 CAMERON ENGINEERING & ASSOC LLP

S POST DATE T/C DOCUMENT INDEX SUBOBJ BANK CHECK NO PERIOD DUE DATE DESCRIPTION

TUUOMA

F1-HELP F2-SELECT F7-PRIOR PG F8-NEXT PG F9-LINK

1005 - NO FINANCIAL DATA EXISTS FOR REQUESTED INC/EXC OR FINANCIAL PERIOD

FAML6161 V4.2 NIFS PRODUCTION SYSTEM VENDOR DETAIL

07/17/2015 9:31 AM

ACTIVE

FISCAL MO/YEAR : 12 2014 DEC 2014 BALANCE TYPE : 01 ENCUMBRANC VENDOR : 113313855 01 CAMERON ENGINEERING & ASSOC LLP

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S	POST DATE T/	C DOCUMENT		INDEX	SUBOBJ I	BANK	CHECK N	O P	ER.	IOD
	DUE DATE DESC	RIPTION							AMO	יייאטכ
	12/12/2014 13	6F VDIT14000088	01	ITGEN1750	DD403					2014
	12/15/2014 DISE	NCUMBER								01
		6F VDIT14000098	01	ITGEN1750	DD403			1		2014
	12/15/2014 DISE	NCUMBER							-	01

F1-HELP F2-SELECT F7-PRIOR PG F8-NEXT PG F9-LINK

G014 - RECORD FOUND

VENDOR DETAIL

V1/11/4U1J 9:31 AM

ACTIVE

FISCAL MO/YEAR : 11 2014 NOV 2014

BALANCE TYPE : 01 ENCUMBRANC

VENDOR : 113313855 01 CAMERON ENGINEERING & ASSOC LLP

S POST DATE T/C DOCUMENT INDEX SUBOBJ BANK CHECK NO PERIOD DUE DATE DESCRIPTION AMOUNT 11/07/2014 136P VGPW14001415 01 PWCSWCSW 00002 11 2014 11/06/2014 \*25655\* EST 3 -3,645.0011/07/2014 136P VGPW14001420 01 PWCSWCSW 00002 11 2014 11/06/2014 \*25641\* EST 10 -11,440.0011/07/2014 136P VGPW14001431 01 PWCSWCSW 00002 11 2014 11/06/2014 \*25644\* EST 2 -49,911.43 11/24/2014 136P VGPW14001255 01 PWCSWCSW 00002 11 2014 11/20/2014 \*25539\* EST 7 -47,046.50 11/24/2014 136P VGPW14001413 01 PWCSWCSW 00002 11 2014 11/20/2014 \*S37860-02C-EST 8\* -34,462.00

MATO LIMODOCITON DIDIDM 01/11/2010 VENDOR DETAIL 9:31 AM

ACTIVE FISCAL MO/YEAR: 10 2014 OCT 2014 BALANCE TYPE: 01 ENCUMBRANC

VENDOR : 113313855 01 CAMERON ENGINEERING & ASSOC LLP

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S POST DATE T/C DOCUMENT INDEX SUBOBJ BANK	CHECK NO PERIOD
DUE DATE DESCRIPTION	AMOUNT
10/14/2014 107 CAPW14000224 01 PWCSWCSWFS 00002	10 2014
INCR ENCUMBR FOR INSPECTION-EVAL CEDARHURST WPCP	10,000.00
10/16/2014 136P VGPW14001259 01 PWCSWCSW 00002	10 2014
09/30/2014 *25536* EST 1	-12,231.43
10/17/2014 136P VGPW14001235 01 PWCSWCSW 00002	10 2014
09/29/2014 *25543* EST 2	-1,822.50
10/17/2014 136P VGPW14001237 01 PWCSWCSW 00002	10 2014
09/29/2014 *25464* EST 8	-20,020.00
10/17/2014 136P VGPW14001238 01 PWCSWCSW 00002	10 2014
09/29/2014 *25541* EST 9	-8,580.00
10/23/2014 136P VDPW13000440 01 PWFEM2000 DE5C5	10 2014
10/10/2014 *24512-ONCALL ENGINEER-BP/CEDAR/LAWRENCE-SANDY*	-7,729.08

F1-HELP F2-SELECT F7-PRIOR PG F8-NEXT PG F9-LINK

G014 - RECORD FOUND

VENDOR DETAIL

9:32 AM

ACTIVE

FISCAL MO/YEAR : 09 2014 SEPT 2014

BALANCE TYPE : 01 ENCUMBRANC

VENDOR : 113313855 01 CAMERON ENGINEERING & ASSOC LLP

S POST DATE T/C DOCUMENT INDEX SUBOBLE DUE DATE DESCRIPTION	BANK CHECK NO PERIOD AMOUNT
09/04/2014 107 CAPW14000176 01 PWCAPCAP 00002	09 2014
INCR FEE-DUE TO INCR SCOPE-FR 629,448 TO 7	77,948 148,500.00
09/04/2014 136P VGPW14001052 01 PWCAPCAP 00002	09 2014
08/29/2014 *25475* EST 5	-10,368.39
09/04/2014 136P VGPW14001052 02 PWCAPCAP 00004	09 2014
08/29/2014 #25475# EST 5	-1,176.63
09/04/2014 136P VGPW14001091 01 PWCAPCAP 00002	09 2014
08/29/2014 *24744*	-3,293.50
09/04/2014 136P VGPW14001092 01 PWCAPCAP 00002	09 2014
08/29/2014 *24440*	-41,550.22
09/15/2014 136P VGPW14001053 01 PWCAPCAP 00002	09 2014
09/15/2014 *24918R* EST 1	-42,370.90

VENDOR DETAIL

9:32 AM

ACTIVE FISCAL MO/YEAR: 08 2014 AUG 2014 BALANCE TYPE: 01 ENCUMBRANC

VENDOR : 113313855 01 CAMERON ENGINEERING & ASSOC LLP

POST DATE T/C DOCUMENT INDEX SUBOBJ BANK CHECK NO PERIOD DUE DATE DESCRIPTION AMOUNT 08/05/2014 103 CQPW14000009 01 PWSSW6100 DE504 08 2014 CM SVCES-ENVIRONMENTAL CONSTRUCTION GROUP .01 08/05/2014 136P VGPW14000937 01 PWCSWCSW 00002 08 2014 08/04/2014 \*25203\* EST 6 -63,093.00 08/05/2014 136P VGPW14000938 01 PWCSWCSW 00002 08 2014 08/04/2014 \*25214\* EST 7 -37,180.0008/13/2014 107 CLPW14000021 01 PWFEM2000 DE5C5 3786001C 08 2014 EXTEND EMERGENCY SERVICES AMENDED TERM 08/13/2014 107 CLPW14000021 02 PWFEM1000 DE5C5 3786001C 08 2014 EXTEND EMERGENCY SERVICES AMENDED TERM .01 08/20/2014 107 CAPW14000142 01 PWCAPCAP 00002 08 2014 ADD'L ENC, PERFORM GEOTECHNICAL INVEST, NC MARINE 5,650.00

40102 40102 40102 40102 40102 40102 40102 40106 MOL 41006 MOL 41361 SAG 50245 50286 BIM 51043 51459 61100 61587 CM0 61587 CM0 61587 CM0 62017 A01 62215 62215 62215 62215 62215 62215 62215 62215 62215 6220 6220 6220 6220 6220 6220 6220 622	Capital Project Project Detail
	2
CNTEPW40102C CNTEPW40102B CNTEPW40102A CFPW10000024 CFPW10000024 CFPW10000006 CFPW90000006 CFPW14000004 CFPW14000004 CFPW11000043 CFPW11000043 CFPW10000043 CFPW10000028 CFPW10000028 CFPW100000028 CFPW100000028 CFPW100000028 CFPW100000028 CFPW100000028 CFPW10000007 CFPW00000007 CFPW00000007 CFPW00000007 CFPW00000007 CFPW00000007 CFPW00000007 CNTEPW38114M CNTEPW3811M CNTEPW3811M CNTEPW3811M CNTEPW3811M CNTEPW3811M CNTEPW3811M CNTEPW381M C	Document Number
	Current Encumbrance
	Paid Amount
\$ 44, 261.00 \$ 84,263.00 \$ 100,000.00 \$ 84,550.00 \$ 219,650.00 \$ 278,500.00 \$ 278,500.00 \$ 278,500.00 \$ 278,500.00 \$ 278,500.00 \$ 278,500.00 \$ 278,500.00 \$ 278,500.00 \$ 278,111.00 \$ 250,000.00 \$ 250,000.00 \$ 245,169.26 \$ 39,221.00 \$ 65,000.00 \$ 245,169.26 \$ 39,221.00 \$ 245,169.26 \$ 39,221.00 \$ 245,169.26 \$ 39,221.00 \$ 245,169.26 \$ 39,221.00 \$ 245,169.26 \$ 39,221.00 \$ 245,169.26 \$ 39,221.00 \$ 245,169.26 \$ 39,221.00 \$ 245,169.26 \$ 39,221.00 \$ 245,000.00 \$ 245,169.26 \$ 39,221.00 \$ 245,169.26 \$ 39,221.00 \$ 245,169.26 \$ 39,221.00 \$ 245,169.26 \$ 39,221.00 \$ 245,169.26 \$ 39,221.00 \$ 245,169.26 \$ 39,221.00 \$ 245,169.26 \$ 39,221.00 \$ 245,169.26 \$ 39,221.00 \$ 30,113,63 \$ 55,000.00 \$ 1,944,101.00 \$ 1,944,101.00 \$ 312,104.00 \$ 312,104.00	Current Encumbrance
\$ 244,001.02 \$ 244,001.02 \$ 246,049.49 \$ 100,000.00 \$ 486,494.83 \$ 486,496.00 \$ 219,650.00 \$ 278,500.00 \$ 167,191.54 \$ 49,679.00 \$ 43,875.72 \$ 44,843.72 \$ 44,843.72 \$ 44,843.73 \$ 63,469.42 \$ 63,469.42 \$ 63,469.42 \$ 63,469.42 \$ 63,469.42 \$ 63,469.43 \$ 63,661.44 \$ 63,661.	Paid Amount
46,187.15 47,187.15 47,187.15 48,187	Balance
	Retainage
20101025 201101025 201101025 20110819 19990922 2013050 20140307 20140307 20140828 2014041 2013069 20150277 20150277 2010208 2014041 20130691 20130691 20100681 20100681 20100681 20100681 20100691	Contract Start Date
CAMMERON ENGINEERING & ASSOC CAMERON ENGINEERING & ASSOC C	Vend

20100812 CAMERON ENGINEERING & ASSOCITED	1	⇔	**	000.00	65,	65,000.00	2) #8	N	CFPW09000051	0 CSW	14	351
20100727 CAMERON ENGINEERING & ASSOC LLP		•		500.00 9	\$ 24,	24,500.00	N <del>G</del>	ω	CFPW09000051	-	14	351
20130509 CAMERON ENGINEERING & ASSOC LLP		•	0,	600.00	÷.	1,600.00	4	12	CFPW09000051	-	14	351
20131108 CAMERON ENGINEERING & ASSOCILLP	ı	7.00 \$	16,767.00	19,683.00 \$	19,	36,450.00	N ⊕	2	CQPW13000004	-	14	351
20081001 CAMERON ENGINEERING & ASSOCILLP		1 <del>69</del>	٠,	423.00 \$	5 1,187.	1,187,423.00	2 \$ 1	N	CFPW08000001			351
20081001 CAMERON ENGINEERING & ASSOCILP	r	' \$	٠,	250.00 \$	\$ 405.	405,250.00	N ₩	ω	CFPW08000001	-		351
20081001 CAMERON ENGINEERING & ASSOC LLP	,	: 69	1	1	63		ν <del>(9</del>	4	CFPW08000001	CSW	10 FSA	35110
20100209 CAMERON ENGINEERING & ASSOC LLP	,	0.52 \$	9,79	723.48	\$ 619,	629,514.00	N <del>∜</del>	თ	CFPW08000001	_		351
20100209 CAMERON ENGINEERING & ASSOC LLP	1	5.00 \$	87,68	590.00 \$	4.	92,275.00	N <b>⊕</b>	ග	CFPW08000001	_		351
20100209 CAMERON ENGINEERING & ASSOC LLP		8.73 \$	55,01	256.27	\$ 37,	92,275.00	N <del>S</del>	7	CFPW08000001	_		351
20140305 CAMERON ENGINEERING & ASSOC LLP	1	0.01 \$	-	1	₩.	0.01	N <del>(3</del>	œ	CFPW08000001	•		351
20100727 CAMERON ENGINEERING & ASSOCILIP		ı <b>⇔</b>	ų,	450.00	\$ 75	75,450.00	N <del>S</del>	4	CFPW09000051		80	351
20121220 CAMERON ENGINEERING & ASSOCILLP	,	1 69	Ψ,	199.78	\$ 89,	89,199.78	N ₩	œ	CFPW09000051	0 CSW	2	351
20131108 CAMERON ENGINEERING & ASSOCILLP	,	8.00 \$	\$ 4,308.00	,417.22	\$ 152	156,725.22	N €9	ω	CQPW13000004	0 CSW	<u> </u>	351
20070129 CAMERON ENGINEERING & ASSOCIL	,	ا جه	•	261,000.00	\$ 261,	261,000.00	2	_	CFPW06000052	0 CSW	150	311
20100831 CAMERON ENGINEERING & ASSOCILLE	ı	۱ 49	97	,000.00	\$ 30,	30,000.00	N \$	2	CFPW06000052	0 CSW	150	31.
20140513 CAMERON ENGINEERING & ASSOCILLP	•	2.85 \$	\$ 2,511,34	,057.15	\$ 86	2,597,400.00	N \$	_	CFPW14000017	CSW	SAF	3P311

#### AMENDMENT No. 1

This AMENDMENT (this "Amendment"), made and entered as of the date on which this Amendment is last executed by the parties hereto, by and between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting on behalf of the Department of Public Works having its principal office at 1194 Prospect Avenue, Westbury, New York 11590 (the "Department"), and (ii) Cameron Engineering and Associates, LLP (the "Firm") having its principal office at 100 Sunnyside Boulevard, Suite 100, Woodbury, New York 11797.

#### WITNESSETH:

WHEREAS, pursuant to County contract number B90611C between the County and the Firm, executed on behalf of the County on April 1, 2006 (the "Original Agreement"), the Firm is performing architectural/engineering services for the County in connection with the upgrade/renovation of the HVAC systems at the Supreme Court, County Court Complex, the Family Court, the Matrimonial Court and the District Court Facilities, which services are more fully described in the Original Agreement (the services contemplated by the Original Agreement); and;

WHEREAS, the County and the Firm desire to amend the Prior Agreement to reflect the agreement of the parties with respect to the matters addressed in this Amendment.

NOW, THEREFORE, in consideration of the mutual promise contained herein and for other good and valuable consideration, the receipt and sufficiency of which being hereby acknowledged, the parties agree as follows:

### ARTICLE I General

- 1.1 <u>Recitals</u>. The recitals are specifically incorporated into the body of this Amendment and shall be binding upon the parties hereto.
- 1.2 <u>Defined Terms</u>. Unless expressly set forth to the contrary and except as modified by this Amendment, all capitalized or defined terms shall have the meanings ascribed to them in the Prior Agreement.

# ARTICLE II Modifications to Prior Agreement

Effective as of the date hereof, the Prior Agreement is and shall be modified and amended as follows:

- 2.1 <u>Term.</u> Section 1 of the Prior Agreement is deleted in its entirety, and the following is hereby substituted in its place and stead:
- "1. Term. The term of this agreement shall commence on the date on which this Agreement is executed by the County (the "Commencement Date") and terminate on December 31, 2017 (the "Expiration Date") unless sooner terminated or extended in accordance with its terms. Notwithstanding the forgoing, the Department, in its sole discretion, shall have the right to extend this Agreement for a period of up to two (2) years by delivering a notice of extension to the Firm at least thirty (30) days prior to the Expiration Date. The Agreement so extended shall be on the same terms, conditions, and covenants as during the initial terms except that the Expiration Date shall be medified in accordance with the extension."

# ARTICLE III Ratification

3. <u>Ratification.</u> The parties to this Agreement hereby ratify and confirm all of the terms, covenants, and conditions of the Prior Agreement, except to the extent that those terms, covenants and conditions are amended, modified or varied by this Agreement. If there is a conflict between the provisions of the Prior Agreement and the provisions of this Amendment, the provisions of this amendment shall control. This Amendment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and/or assigns.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first above written.

FIRM CAMERON ENGINEERING & ASSOCIATES, LLP

By: Salah Ambo
Name: Joseph R. Amato, P.E.
Title: Senior Partner
Date: 1/13/15
, ,
NASSAU COUNTY
n
By:
Name:
Title: Deputy County Executive
Date:

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)
)ss.: COUNTY OF NASSAU )
On the 13th day of <u>Musely</u> in the year 2015 before me personally came <u>a suple founds</u> to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of <u>Muselling</u> ; that he or she is the <u>series</u> of <u>Camera legicing</u> , the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.
NOTARY PUBLIC Commission Expires June 15, 2011
STATE OF NEW YORK) )ss.: COUNTY OF NASSAU)
On the day of in the year 201_ before me personally came to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of; that he or she is County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.
NOTARY PUBLIC

# COUNTY OF NASSAU DEPARTMENT OF PUBLIC WORKS Inter-Departmental Memo

TO:

Office of the County Executive

Att:

Richard R. Walker, Chief Deputy County Executive

FROM:

Department of Public Works

DATE:

December 22, 2014

SUBJECT:

Approval of Contract Amendment

Cameron Engineering and Associates, LLP

This amendment will amend the County's contract with Cameron Engineering and Associates, LLP (Cameron), to extend the agreement term. Cameron performed architectural/engineering services for the County in connection with the upgrade/renovation of the HVAC systems at the Nassau County Court Complex, known as 252, 262, and 272 Old Country Road, Mineola, NY. Prior to the completion of the construction documents, funding for the implementation of the proposed upgrade/renovations became unavailable, and the project was placed on "Hold" for several years.

While the project was on "Hold", the term of the original Agreement expired.

Funding for this project has now been budgeted and made available from Capital Project 90611.

Cameron, having performed the existing building HVAC system analysis, designed the new building HVAC system, and have begun to prepare construction documents to execute their design intent, should continue to be retained based on their technical expertise and the ability for the County to realize significant A/E fee value associated with mobilization, construction document preparation, and timing.

Please sign this memorandum signifying your approval or disapproval of this contract amendment and return this memorandum to this office.

Shila Shah-Gavnoudias Commissioner

SSG:RM:dmp

e Ric

Richard P. Millet, Chief Deputy Commissioner

Rakhal Maitra, Deputy Commissioner

Kenneth G. Arnold, Assistant to Commissioner

Jane M. Houdek, Attorney Public Works

Adrian Cavanagh, Mechanical Engineer III

Robert LaBaw, Architect III Joseph Amerigo, Civil Engineer II

APPROVED:

DISAPPROVED:

Richard & Walker

Date

Richard R. Walker

Date

Chief Deputy County Executive

Chief Deputy County Executive



George Maragos Comptroller



#### OFFICE OF THE COMPTROLLER

240 Old Country Road Mineola, New York 11501

# COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES CONTRACTS

Attach this form along with all personal, professional or human services contracts, contract renewals, extensions and amendments.

CONTRACTOR NAME: Cameron Engineering and Associates, LLP									
CONTRACTOR A	DDRESS: 100	Sunnysi	de Bouleva	rd / Woodb	oury, NY	11797			
FEDERAL TAX II	D#: 11-3	313855							
Instructions: Pleas roman numerals, a					of the fo	ollowing			
I. □ The contract v	vas awarded to	the lowest	, responsible	bidder afte	er advert	isement			
for sealed bids.									
in [date]. The sealed bid sealed bids were received	ls were publicly on ed and opened.	pened on _		[date]	ļ	[#] of			
II. The contractor	or was selected pred into after a wri	oursuant t	o a Request	for Proposa was issued on	ils.				
[date]. Potential propos	ers were made awa	re of the av	ailability of the	RFP by					
[newspaper advertiseme copies of the RFP. F	ent, posting on web	site, mailing	g, etc.]. [i	f of potential	proposers	requested			
received and of:	evaluated.	The	evaluation	commit	tee	consisted			
			list members].	The propose	la moro a	norod and			
ranked. As a result of the	ne scoring and ranki	ing (attached	i), the highest-ra	anking propose	er was sele	cted.			

The contract was originally execute extension pursuant to the contract,	or an amendment within the scope of the contract or RFP (copies of the
relevant pages are attached). The or	riginal contract was entered into
after review of publicly bid RFP	in accordance with General Municipal Law 103
copy of the most recent evaluation extended. If the contractor has not a	procurement method, i.e., RFP, three proposals evaluated, etc.] Attach a of the contractor's performance for any contract to be renewed or received a satisfactory evaluation, the department must explain why the termitted to continue to contract with the county.
proposals were solicited a	ive Order No. 1 of 1993, as amended, at least three and received. The attached memorandum from the the proposals received, along with the cost of each
☐ A. The contract has been a	warded to the proposer offering the lowest cost proposal; OR:
delineation of the unique sl	adum contains a detailed explanation as to the reason(s)why the ner than the lowest-cost proposer. The attachment includes a specific kills and experience, the specific reasons why a proposal is deemed oposer has been judged to be able to perform more quickly than other
V.   Pursuant to Executi memorandum from the depote the proposa obtain at least three proposa	ve Order No. 1 of 1993 as amended, the attached partment head explains why the department did not ls.
submitted proposals. The m	two providers of the services sought or less than three providers aemorandum describes how the contractor was determined to be the personal service needed or explains why only two proposals could be
awarded to the lowest cost	were obtained, the memorandum explains that the contract was proposer, or why the selected proposer offered the higher quality ique and special experience, skill, or expertise, or its availability to ate and timely manner.
☐ <b>B.</b> The memorandum expl federal or New York State documents are attached).	ains that the contractor's selection was dictated by the terms of a grant, by legislation or by a court order. (Copies of the relevant
required through a N	whicipal Law Section 104, the department is purchasing the services New York State Office of General Services contract, and the attached memorandum explains how the purchase is sof that contract.

Ц	<b>D.</b> Pursuant to	General	Municipal	Law	Section	119-o,	the	department	is	purchasing	the	services
	required throug							~				
			•									

VI. 

This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated. Attached is a memorandum that explains the reasons for entering into this contract without conducting a competitive process, and details when the department intends to initiate a competitive process for the future award of these services. For any such contract, where the vendor has previously provided services to the county, attach a copy of the most recent evaluation of the vendor's performance. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to contract with the county.

In certain limited circumstances, conducting a competitive process and/or completing performance evaluations may not be possible because of the nature of the human services program, or because of a compelling need to continue services through the same provider. In those circumstances, attach an explanation of why a competitive process and/or performance evaluation is inapplicable.

VII. ☐ This is a public works contract for the provision of architectural, engineering or surveying services. The attached memorandum provides details of the department's compliance with Board of Supervisors' Resolution No.928 of 1993, including its receipt and evaluation of annual Statements of Qualifications & Performance Data, and its negotiations with the most highly qualified firms.

# <u>In addition</u>, if this is a contract with an individual or with an entity that has only one or two employees:

□ a review of the criteria set forth by the Internal Revenue Service, *Revenue Ruling No.* 87-41, 1987-1 C.B. 296, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.

Department Head Signature

Date

<u>NOTE:</u> Any information requested above, or in the exhibit below, may be included in the county's "staff summary" form in lieu of a separate memorandum.

Compt. form Pers./Prof. Services Contracts: Rev. 02/04

# COUNTY OF NASSAU DEPARTMENT OF PUBLIC WORKS Inter-Departmental Memo

TO:

Civil Service Employees Association, Nassau Local 830

FROM:

Department of Public Works

DATE:

April 20, 2015

SUBJECT:

CSEA Notification of a proposed DPW Contract

Proposed Contract No: B90611C

The following notification is to comply with the spirit and intent of Section 32 of the County/CSEA contract. It should not be implied that the proposed DPW contract/agreement is for the work which has "historically and exclusively been performed by bargaining unit members".

1. DPW plans to recommend a contract/agreement for the following services: Design Services

2. The work involves the following:

The firm is performing design services for the County in connection with the upgrade/renovation of the HVAC systems at the County Court Complex. (Buildings 252, 262, and 272)

3. An estimate of the cost is:

\$403,500.00

4. An estimate of the duration is:

Twenty four (24) months

Should you wish to propose an alternative to the proposed contract/agreement, please respond within ten (10) days, to: DPW, Division of Administration. Attn: Kenneth G. Arnold, Assistant to the Commissioner. telephone (516) 571-9607, fax (516) 571-9657.

Kenneth G. Arnold

Assistant to Commissioner

----KGA:RM:WSN:dmp

c: Christopher Fusco, Director, Office of Labor Relations

Keith Cromwell, Office of Labor Relations

Rakhal Maitra, Deputy Commissioner

William S. Nimmo, Deputy Commissioner

Patricia Kivo, Unit Head, Human Resources Unit

Robert LaBaw, Architect III

Loretta V. Dionisio, Hydrogeologist II

Adrian Cavanagh, Project Manager



-				
			•	

Contract ID# 906/1C

CF (Capital)

Contract Details

SERVICE upgrade/renovation - HVAC systems.

NIFS ID # CFPW 8 68000 19 NIFS Entry Date: 4/6/06 Term: from Executed to 4 YRS. Thereafter

	4/1/06-	- 4/1/20	210
New X Renewal	1) Mandated Program:	Yes 🗌	No X
Amendment	2) Comptroller Approval Form Attached:	Yes 🗹	No 🔲
Time Extension	3) CSEA Agmt. § 32 Compliance Attached:	Yes 🗹	No 🗌
Addl. Funds  Blanket Resolution	4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes	No 🗌
RES#	5) Insurance Required	Yes	No [

**Agency Information** 

territoria de Ven	doner
Name Cameron Engineering and Associates, LLP	Vendor ID# 11-3313855
Address Three Ariel Way, Suite 140 Syosset, NY 11791	Contact Person Joseph Amato
•	Phone
	516-827-4900

County Department
Department Contact
Joseph L. Davenport
Address 1194 Prospect Avenue Westbury, NY 11590 Phone
516-571-9608

Routing Slip

DATE Rec <i>i</i> le	DEPAREMENT	Internal Venincation		SIGNATURE 2	As Leg-Approval
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1/19	OMB	NIFS Approval	E 4/19	To PX	Yes No. 1
4/200	County Attorney	CA RE &Insurance Verification	1 4/20/de	West of his	Blankelfre, State
5/1/00	County Attorney	CA Approval as to Form	□ 5/1/06	John Jack Gal	Yes Line Ele
	Legislative Affairs	Fw'd Original Contract to CA	U5/10/1	Mi Challis	767
	Rules 🔲 / Leg. 🔲			my gon and	
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	County Comptroller	NIFS Approval	1 / w/	Co.	
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Contract ID#: \$ 906/10



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Department: _								,

# Contract Summary

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Description	of Gener	ral Provisi	ons: This is a cont	ract tha	it has a durație	on of 1	460 calen	idar da	ys (four year	s) from start to	finish.
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Impact on Fr	anding/	Price Ana	lysis: Funding for	these se	rvices is avail	able in	Capital 1	Project	#90611.		
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Change in Co	ntract f	rom Prior	Procurement: N/A		<del></del>		·			<del>-</del>	
Change in C	JILLI ACL I	TOIL TTIOF	Frocurement: IN/A								
Recommends	tion: (a)	pprove as	submitted)	***	***************************************						
Adviser	nent	Info	rmation							······································	
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# CONTRACT FOR SERVICES

THIS AGREEMENT, dated as of April 1, 2006 (together with the schedules, appendices, attachments, and exhibits, if any, this "Agreement"), between (i) Nassau County, a municipal corporation having its principal office at One West Street, Mineola, New York 11501 (the "County") and (ii) (the "Contractor").

## WITNESSETH

WHEREAS, the County desires to hire the Contractor to perform the services described in this Agreement; and

VVHEREAS, the Contractor desires to perform the services described in this Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants contained in this Agreement, the parties agree as follows:

### 1. <u>Term.</u>

This Agreement shall commence on April 1, 2006 and terminate on April 1, 2010.

### 2. Services.

The services to be provided by the Architect/Engineer under this Agreement shall consist of all required architectural and/or engineering services, at the locations specified in the attached proposal, for the performance of complete design and design-related construction administration services and as further described below.

## 2.1a Existing Conditions Survey/Evaluation

The Architect shall meet and confer with the County representatives from the Department of Public Works, the Office of Court Administration and other involved agencies, and will make a detailed inspection of the premises to determine the extent of the work necessary to upgrade and/or replace the existing HVAC and fire protection systems as needed in order to make each system fully-functional. Additionally, all proposed renovations must assure that the systems satisfy the current Bullding Code requirements, the Nassau County Fire Marshal as well as the Office of Court Administration.

After all necessary conferences and inspections are completed, the Architect/Engineer shall prepare an Existing Conditions Assessment Report for the approval of the County.

The report must prioritize building systems needs in terms of immediacy, cost benefit and other relevant criteria. Additionally, if funding requires, the County may elect to perform the work in three phases, and the Firm



must prepare the report recommendations and cost estimates with this constraint in mind.

### 2.1b Schematic Design Phase

This phase shall commence upon approval of the existing conditions report and phasing plans and written authorization for the Architect to proceed with the Schematic Design Phase. The Schematic Design will be based on the Existing Conditions report, including any further adjustments in the scope of the Project or in the Project budget authorized by the County prior to the commencement of the preparation of the Schematic Design. This phase will be completed in the prior agreed upon time period to the satisfaction of the County. The Architect in this phase shall perform the following services:

- 2.1c Preparation, submission and presentation of the architectural concept of the Project to illustrate the fundamental character of one or more design concepts which satisfy the basic program and budge requirements of the County for the Project. The Architect shall include diagrammatic studies of the Project showing the relationship of rooms, spaces, and systems to the program requirements of the County and to the site, to services and utilities and to other structure.
- 2.1d Preparation and submission to the County for its approval of a Schematic Design Report, including:
  - (1) Such graphic material and information (including written descriptions) as is necessary to illustrate fully the proposed design and construction of the Project, and such other factors as may affect the design. The Architect shall consider the impact of the Project on existing structural, life safety, mechanical and electrical systems as well as recommendations for such new systems and extensions and/or modifications of existing systems.
  - (2) A narrative which sets forth design decisions in each of the technical areas, performance criteria and materials of various components, the type of mechanical, electrical and life safety systems and such other work and details as may be required to complete the design of the Project.
  - (3) An estimate of the probable cost of the Project.
- 2.1e At the conclusion of the Schematic Design Phase, the Architect shall submit the Schematic Design Phase Report to the County for review and approval.
- 2.1f Schematic Design Progress meetings will be held at a minimum of twice per month. The focus of these meetings will be to present current schematic design and alternatives in order to resolve open design issues, review the project schedule and cost estimate and to ensure that relevant design information is being disseminated to all involved parties.

## 2.2 <u>Deston Development Phase</u>

This Phase shall commence after written approval by the County of the submissions and services under the prior phases and only upon written authorization for the Architect to proceed with the Design Development Phase. This Phase shall commence after written approval by the County of the submissions and services under the prior phases and only upon written authorization for the Architect to proceed with the Design Development. Phase. This phase will be completed in the prior agreed upon time period to the satisfaction of the County.

The Architect/Engineer shall utilize its knowledge of the unique requirements of Court facilities to implement the required renovations through a detailed phasing plan to avoid disruption of the Court operations.

The Architect/Engineer in this phase will perform the following services:

- 2.2a: Preparation of design development drawings for the Project, including plans, elevations, sections and necessary details, all of which shall be based on the schematic design as approved by the County and shall fully develop and graphically describe the design, scope and concept of the Project, including all of its various systems:
- 2.2b Preparation of outline specifications setting forth the proposed materials, components, standards and techniques to be incorporated into the Project.
- 2.2c Preparation and submission to the County for its approval of engineering reports analyzing and justifying the economics of the proposed mechanical and life safety systems included in the Project, and, where applicable, analyzing alternative mechanical systems and energy conservation methods, including consideration of the maintenance reliability of materials and systems.
- 2.2d Preparation and submission to the County for its approval of a detailed preliminary cost estimate based upon a quantity take-off of all work necessary for the complete construction of the Project. The estimate shall be in sufficient detail to demonstrate to the County its comprehensiveness and to show that the work designed is within the County's budget.
- 2.2e At the conclusion of the Design Development Phase, the Architect shall submit to the County for its approval of a Design Development Report incorporating design decisions, design development plans and other drawings, outline specifications, the cost estimate, project implementation schedules and such other

information as may reasonably be required by the County. The format of the Design Development Report shall be as authorized by the County and shall be considered accepted when approved in writing by the County.

2.2f Design Development progress meetings will be held at a minimum of twice per month. The focus of these meetings will be to resolve open design issues, review the project schedule and cost estimate and to ensure that all relevant design information is being disseminated to all involved parties.

## 2.3 Construction Document Phase

This Phase shall commence after written approval by the County of the Design Development Phase submissions and services and only upon written authorization for the Architect to proceed with the Construction Documents Phase. This Phase will be completed in the prior agreed upon time period to the satisfaction of the County.

The Architect in this Phase will perform the following services:

Based on the Design Development Report approved by the 2.3a County, and including any further adjustments in the scope of the Project or in the Project budget authorized by the County prior to the commencement of the preparation of the Construction Documents as defined in sub-paragraph b below, the Architect shall prepare for approval by the County, Construction Documents consisting of detailed, complete and coordinated engineering and architectural drawings (including but not limited to plans, elevations, sections, details and schedules), specifications and such other bid documents in written or graphic form as may be required for the construction of the Project and to enable all necessary approvals to be obtained. Drawings and specifications will be prepared and packaged for multiple prime contracts as required by Wicks Law including but not limited to: General Construction, Electrical, HVAC and Plumbing work. The above described packages are the minimum and the Architect shall provide as many construction document packages as the County may reasonably require.

All of the bid packages must be complete and coordinated to the point that an integrated set of construction documents is delivered. The Architect shall have an absolute duty to coordinate the work of its sub-consultants to insure that the services required are performed in an efficient, timely and economic manner and that the design will be adequate and fit to accomplish the intended purpose of the Project. Such Construction Documents shall:

 Include detailed drawings and specifications for such alternates, or phasing plans, as the County may request prior to the commencement of the preparation of the Construction Documents, or as the County and Architect may thereafter mutually agree in order to conform to the County's budget for the Project.

- (2) Conform with the written requirements of the County, including preparation of drawings by computer.
- (3) Conform to the AIA national CAD standards for layering and formatting requirements.
- (4) Not specify any patented article, design or process, which requires payment by the County of royalties for its use or is otherwise of a proprietary nature.
- 2.3b In the form approved by the County and the Office of Court Administration, the working drawings, specifications and other bidding and construction documents are herein referred to as the "Construction Documents". The Construction Documents shall be considered accepted when approved in writing by the County. Approval by the Office of Court Administration is a condition precedent to acceptance and approval by the County of the Construction Documents. The front end of the Contract Documents, consisting of the Notice to Bidders, Instructions to Bidders, Proposal, Agreement and General Conditions shall be prepared by the County.
- 2.3c A listing of required submissions for each bid package, indicating type of submission (shop drawing, catalog cut, certificate, etc.) and any outside reviews required for inclusion in the Submittal Section of Division 1.
- 2.3d Preparation of the Construction Documents in a form suitable to obtain competitive bids for the award of work. The Construction Documents are to be prepared to permit phasing of construction when requested by the County.
- 2.3e Preparation and submission to the County of two fully detailed construction cost estimates, based on a quantity take-off of all work necessary for the complete construction of the project. Estimates shall be submitted at the time Construction Documents are 50 percent complete, and when Construction Documents are substantially complete. In the event that any estimate of probable construction cost should exceed the last previously approved cost estimate, the County may, at its option, either accept the new cost estimate, thereby establishing a new project budget, or it may require the Architect to revise his plans, at no additional cost to the County, so as to keep the construction cost of the project within the latest approved probable estimated cost of construction.

- 2.3f Provide the Construction Documents and any additional services to be provided by the Architect under Section 3.13 Architect's Additional Services, and as expeditiously as is consistent with professional skill and care, with the orderly progress of the Project and with a schedule for the preparation of the Construction Documents approved by the County.
- 2.3g The Construction documents shall be submitted to the County for review and approval at 50% completion, substantial completion and final completion of the Construction Documents. The Architect shall incorporate recommendations made by the County into the Construction Documents.
- For use in preparing the Contract Documents, the County shall furnish the Architect with a copy of the standard contract Special Conditions (Division 1). The Architect shall be expected to modify as applicable for the specific project. The Architect shall develop all other sections of the technical specifications for the Contract Documents. The specifications shall be written in accordance with CSI format and as further described by the Nassau County Guide for Design Architects, revised in 1995. Division 1 as supplied by the County includes an outline of administrative requirements by the County including but not limited to: traffic control: measurement and payment; Project meetings; submittals; progress schedules; shop drawings product data, and samples; requests for information; construction photographs; quality assurance; quality control; mobilization; lay-down areas: field samples and mockups; temporary utilities; temporary facilities; minimum construction safety requirements; temporary controls; operating system interface; project identification signs; County furnished material and equipment; field engineering; cleaning; contract closeout; project record documents; operation and maintenance manuals; spare parts and training of County personnel. The Architect shall review and revise Division 1 as provided by the County.
- 2.3i The Construction Documents shall be considered accepted when approved in writing by the County.
- 2.3j Construction Document Phase Progress meetings will be held at a minimum of twice per month. The focus of these meetings will be to resolve open design issues, review the project schedule and cost estimate and to ensure that all relevant design information is being disseminated to all involved parties.

#### 2.4 Bid Phase

This Phase shall commence after written approval by the County of the Construction Document Phase submissions and services and only upon written authorization for the Architect/Engineer to proceed with the Bid

Phase. This phase will be completed in the prior agreed upon time period to the satisfaction of the County. The Architect/Engineer in this phase will perform the following services:

- 2.4a Assist the County or its representative in obtaining and analyzing bids or negotiated proposals, in investigating bidders, in negotiating with bidders and in awarding contracts for the construction of the project. Services will include attendance at Pre-bid conference(s) and preparation of addenda (including written responses to Bidders' questions).
- 2.4b Provide recommendations to the County concerning packaging of bid contracts and awarding of contracts to the lowest responsible bidder for each bid package.

#### 2.5 <u>Construction Phase</u>

This phase shall commence only upon written authorization from the County to proceed and shall terminate upon final acceptance of the Project by the County. The Architect/Engineer shall provide consulting and administrative supervision in connection with the work of the Project during the construction period. Such services shall include the following:

- 2.5a Assist the County and its representatives in investigating the acceptability of each of the subcontractors and material suppliers submitted by the prime contractors.
- 2.5b Check and approve all samples, shop drawings, as-built drawings, schedules and other submissions to determine their acceptability under the intent and requirements of the contract documents and in an expeditious manner. The Architect/Engineer will maintain a comprehensive log indicating the status of all submissions until the completion of the Project.
- 2.5c Review contractor's cost breakdowns for each contract. When requested by the County, review, comment and approve as appropriate requisitions or applications for payment submitted by the trade contractor.
- 2.5d Prepare supplementary drawings and texts to clarify or modify information shown on the drawings. Assist the County in the preparation of all change orders required during the course of construction, including the preparation of detailed estimates. When requested by the County, interpret the requirements of the Construction Documents and judge the performance by all parties there under, and promptly render advice to the County for the proper execution of the work. When the County so requests, the Architect/Engineer will promptly render written decisions on all claims, disputes, and other matters in question from the County.

relating to the execution or progress of the work or interpretation of the Construction Documents. Such decisions shall be consistent with the letter and intent of the Construction Documents and other contractual documents between the parties concerned.

- 2.5e Make periodic visits to the Project site during the course of construction to determine the progress and quality of the work Site visits shall be performed at intervals being performed. appropriate to the stage of construction, but at least once weekly, or as otherwise agreed to by the County in writing. On the basis of on-site observations, the Architect/Engineer will keep the county informed of the Architect/Engineer's view of the progress and quality of the work in an endeavor to guard the County against defects and deficiencies in the work, except that the Architect/Engineer shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the work unless authorized in writing to do so by the County. The Architect/Engineer shall furnish to the County periodic discrepancies, deficiencies, and incomplete items in the work. In the reports, the Architect/Engineer shall advise the County whether, in their opinion, the County should reject work because it does not conform to the Construction Documents. The Architect/Engineer shall advise the County if special inspection or testing of any element of the work is required to assure compliance thereof with the letter and intent of the Construction Documents, whether or not such work has been fabricated, installed, or completed.
- 2.5f Attend construction meetings at the Project site and provide comments to the County on various issues and documentation.
- 2.5g Conduct field observations, interim and final, of the completed Project with its sub-consultants and prepare detailed punch lists (observed discrepancies, deficiencies and incomplete items of work), as required.
- 2.5h Substantial completion walk-through(s) shall be attended by a principal of the Architect/Engineer, sub-consultants and other members of the Project Team, as appropriate, to inspect and to make a recommendation to the County regarding acceptability of the Project or elements of the Project prior to the County's acceptance, use, occupancy or operation of the Project or any part of the Project.
- 2.5i Review and comment on record drawings prepared by the trade contractors. The Architect/Engineer shall collect and compile and transmit to the County the modified digital files to reflect as-built conditions.
- 2.5j At the completion of construction, the Architect/Engineer shall submit to the County one full set of sepia mylars containing the

latest revision of each drawing; one set of mylar plans to scale and in a format as approved by the County; and three sets of electronic files (CD or other specified electronic media) containing all contract documents. Prior to the final completion of the project, the Architect/Engineer shall revise and update the working drawings to incorporate all revisions and changes for which sketches or other types of informational drawings were prepared during construction so that these working drawings reflect the final design of the Project.

#### 2.6 <u>Further Obligations and Responsibilities</u>

#### 2.6a Approvals & Permits

The Architect/Engineer will be responsible for assisting the County or its agents in obtaining all required approvals, permits, certificates and clearances from the appropriate Federal, State and local authorities, if any.

#### 2.6b Records

The Architect/Engineer shall provide copies of any and all sample/test reports, design calculations, etc. to the County. Copies of all drawings and specifications must also be provided to the County in electronic format. The Contract Drawings are to be prepared in a computerized format suitable for incorporation into the County's GIS system. Currently, County standards require that the drawings be developed utilizing AutoCAD 2000 and in conformance with the layering standards developed by the AIA and NYSDOT.

#### 2.6c Changes and Revisions

Upon the County's request, at any time during the term of this Agreement, the Architect/Engineer will change or revise any or all drawings and specifications for the Project. Architect/Engineers will evaluate potential changes for budget and schedule impacts.

#### 2.6d <u>Design to Budget</u>

All the work to be designed by the Architect/Engineer pursuant to any of the provisions of this Agreement shall be within the budget set for the Project by the County, which budget may be revised by the County. In the event that any cost estimate prepared by the Architect/Engineer hereunder, or the construction manager, or construction proposal submitted by a bidder, is in excess of such budget, the Architect/Engineer, to the extent necessary in the County's judgment to bring the cost of the project within such budget, will prepare alternatives and cost estimates for such alternatives for consideration by the County to bring the project within the budget and Architect/Engineer shall revise at their own cost and expense, to the satisfaction of the County, all or any

part of the drawings and specifications of the Project that the County may deem advisable.

#### 2.6e Meetings

The Architect/Engineer shall attend, with sub-consultants as appropriate, all regularly scheduled job meetings throughout this project for the purpose of reviewing job progress with the County and addressing all questions within the Architect/Engineer's purview as defined by this agreement or otherwise. The Architect/Engineer shall prepare and distribute the minutes of the job meetings unless otherwise directed by the County.

#### 2.7 <u>Architect/Engineer's Extra Services or Additional Costs</u>

The Architect/Engineer shall provide the following services ("Extra Services") only if authorized in writing by the County, and the Architect/Engineer shall be compensated therefore as provided in Article IV, Compensation of the Firm, Paragraph 9 - "Extra Services or Additional Costs":

- 2.7a Special presentation models and Architectural renderings.
- 2.7b Changes to drawings or specifications resulting from a significant program change of the County. A "significant program change" is one which results in Direct Labor Cost of the Architect/Engineer or their subconsultants in excess of \$1,000.00.
- 2.7c Except as indicated within this Agreement, changes to drawings or specifications resulting from the following do not constitute a significant program change:
  - 1.) Compliance with applicable governmental requirements or Construction Documents previously approved by the County.
  - 2.) Correction of errors, omissions or lack of coordination by the Architect/Engineer.
  - 3.) Provide financial feasibility or other special studies.
  - 4.) All Services rendered by the Architect/Engineer in connection with any extra work included in a change order to a construction contract which results from a program change of the County.
  - 5.) Extra Services not provided for herein required as a result of a default of a contractor or as a result of damages to the Project by fire or other casualty.
- 3. <u>Payment.</u> Amount of Consideration. The amount to be paid to the Contract as full consideration for the Contractor's services under this Agreement, not including extra services or additional work, shall be four

hundred three thousand five hundred dollars (\$403,500), payable as

- 1. For the Existing Conditions Report and Survey (Section 2.1a) portion of this project, the Firm shall receive a lump sum fee of
- 2. For the remainder of the design and construction phases, including the construction administration phase (Sections 2.1b, 2.2, 2.3, 2.4, and 2.5), the Firm shall receive a lump sum fee equal to \$355,000, exclusive of Extra Services or Additional Costs and Reimbursable expenses.
- 3.1 Subject to the terms of this Agreement, including those relating to the submission of Vouchers, the Design Fee shall be paid in installments (such installments "Progress Payments") which are anticipated to be claimed by the Architect on a monthly basis. The calculation of each Progress Payment shall be made in accordance with the provisions of this Section.
- 3.1.a In the event the total of all Progress Payments of Design Fee to date is more than the total Design Fee for the Project determined hereunder, the County shall deduct and retain such excess out of the amount due and owing to the Architect. In the event the total of all progress payments of Design Fee to date is less than the Design Fee for the Project determined hereunder, the County shall pay such difference to the Architect.
- 3.2 If the total amount of the lowest responsible construction bids should exceed the final approved estimated construction cost by more than fifteen (15) percent, the County may require the Architect/Engineer to revise the Construction Documents, at no additional cost to the County, so as to stay within the final approved estimated cost of construction. If the total amount of the lowest responsible bids should exceed the final approved estimate of construction costs by more than 15 percent, and notwithstanding the County decides to accept said bids, then the Architect/Engineer's Design Fee for the services herein rendered shall be based upon 115 percent of the final approved estimate of construction cost instead of actual cost of construction.
- 3.3 If the award of construction contract(s) is not made within one (1) year after completion and acceptance of all requirements of the Construction Documents Phase in writing by the County, the Architect/Engineer shall be deemed to have earned full payment for the Phases A E (as designated in 4.6 below) based upon either percentage of the qualified bids mutually reviewed by the Architect/Engineer and the County or using the latest approved estimate submitted, in accordance with the terms of the Agreement, whichever is lower, as the same shall have been

approved by the Commissioner in his sole and absolute discretion. No additions, deletions, alterations, or other changes subsequent to that date shall be construed to change or extend the final acceptance for the purpose of determining the one (1) year period, and shall operate to release the County from any and all claims of any nature whatsoever arising there from. Should the award of Construction Contracts be delayed by more than six (6) months after completion and acceptance of the Construction Documents, the Architect/Engineer shall be entitled to mobilization costs and extension of contract accordingly.

- 3.4 In the event the Architect/Engineer's services result in change order credits to the County ("Credits"), such Credit amounts shall not be deducted from the final cost of construction. It is the intention of the parties that the Architect/Engineer shall be compensated for the services rendered, notwithstanding that such services may result in a change order credit, which reduces the final cost of construction. If in the further event that the credit change order requires the Architect/Engineer to perform additional services, then, subject to the approval of the County, the Architect/Engineer shall be paid for such services pursuant to the "Extra Services and Additional Costs" Section herein.
- 3.5 In computing the total cost of construction the following items shall not be included:
- 3.5.a All fees paid to the Architect/Engineer, sub-consultants or construction engineers, cost of land acquisition or legal fees and the cost of equipment purchased outside of the construction contracts.
- 3.5.b The cost of any and all change orders required by reason of omission, the failure of the Architect/Engineer to include such change order items in the contract documents, or by reason of errors made by the Architect/Engineer in the preparation of the contract documents.
- 3.5.c Moneys paid by the County to a contractor or subcontractor by way of settlement or satisfaction of any claims or legal actions for delay brought against the County.
- 3.5.d The cost of temporary heat other than construction heat.
- 3.5.e Extra Services or Additional Costs (Article III, Section 3).
- 3.6 The Fee shall be paid in monthly installments consistent with the terms of this Section and Section 4.1 above. The amount of each Progress Payment shall be determined by the percentage of the Architect/Engineer's work completed, as approved by the County, except that the total amount of the Progress Payments for each

phase of the work shall not exceed the percentage of the fee set forth in the following schedule:

Progress of Work	Fee in Dollars
A - Existing conditions	\$48,500.00
B - Schematic design phase	\$27,475.00
C - Design Development Phase	\$53,579.00
D - Construction Document Phase	\$151,711.00
E - Bidding and Award Phase	\$22,853.00
F - Construction Administration	\$99,382.00

- 3.7 The Architect/Engineer's fee for Phase E Construction Administration services shall be paid monthly, based on the percentage of work completed by each contractor in each contract.
- 3.8 Left blank.
- 3.9 The acceptance by the Architect/Engineer of final payment under this agreement shall release the County from all claims, demands and causes of action by, and liability to, the Architect/Engineer, their successors, legal representatives and assigns, for fees and reimbursable expenses under this Agreement or in connection with the Project.
- 3.10 With respect to any claim for payment submitted for direct labor costs, the Architect/Engineer shall submit a Voucher, accompanied by a certification statement, signed by an officer of the Architect/Engineer, setting forth the name and title of each of the Technical personnel engaged in the work, his hourly rate of pay, the number of hours worked by date, and the total compensation earned. The maximum billable rate of principals, after application of the multiplier, shall not exceed one hundred fifty dollars (\$150.00) per hour.
- 3.11 Premium pay for County authorized overtime, over and above the straight hourly rate, shall not be subject to any multiplier. In computing the cost to the County for overtime work performed, the overtime period shall be paid at the applicable multiplier times the straight hourly rate, plus the actual premium overtime cost incurred.

#### 3.12 Reimbursable Expenses

The following items are not included in the Architect/Engineer's fee, and shall be reimbursable at an actual cost as expenditures in the interest of the project:

- 3.12 a The direct cost of expenses for travel to locations other than the County, including transportation (coach unless otherwise authorized by the County), meals and reasonable lodging expenses, at rates established by the County for its own employees, and as have been approved in advance by the County.
- 3.12.b Testing Laboratory services
- 3.12.c Preparation of record drawings (if not provided under the construction contract), with the exception that the Architect/Engineer shall review the record drawings for compliance with contract requirements and modify digital computer files of contract drawings to conform to as-built conditions as part of the Architect/Engineer's basic services.
- 3.12.d Messenger service and cables as necessarily incurred in the performance of services hereunder by the Architect/Engineer and their sub-consultants.
- 3.12.e Final models, photographs and renderings as requested by the County
- 3.12 f Reproduction of design development and construction document drawings, specifications, reports and other documents furnished to or on behalf of the County in excess of ten (10) copies each. Reproductions or reproducible prints prepared for or on the behalf of the Architect/Engineer or their sub-consultants shall not be paid for by the County.
- 3.12.g Other similar expenses as approved by the County.

#### 3.13 Extra Services or Additional Costs

If the Architect/Engineer is required to perform extra services, or incurs additional expenses due to substantial changes order by the County, which changes are not due to the fault or negligence or the Architect/Engineer; or if the Architect/Engineer must render extra services due to the delinquency or insolvency of any of the contractors or design consultants, the Architect/Engineer shall be compensated for such extra expense and services. Payment terms for any additional services shall be as mutually agreed by the County and Architect/Engineer, as either a lump sum or based on actual salaries of personnel as stipulated herein, and as further defined below. Such extra services are to be provided only after written authorization by the County.

3.13.a For any additional services to be paid on actual salaries, the Architect/Engineer shall be compensated for such extra services by an amount equal to two and one half times (2.5) times the

actual salaries or wages paid to the technical personnel engaged in this phase of the work, exclusive of payroll taxes, insurance, and any and all fringe benefits. The Architect/Engineer shall be compensated for such services performed by principals while engaging in a technical capacity in the project, based on the principal's hourly rate, times two and one half (2.5), exclusive of payroll taxes, insurance and any and all fringe benefits. Notwithstanding the foregoing, the maximum billable rate of principals, after application of the multiplier, shall not exceed one hundred fifty dollars (\$150.00) per hour.

- 3.13.b In the event that the County shall direct the Architect/Engineer to supply a resident engineer or full time site representative during construction, the Architect/Engineer shall be paid for such extra services an amount equal to two and one half (2.5) times the direct salaries of personnel assigned to such tasks, exclusive of payroll taxes, insurance and any and all fringe benefits. Notwithstanding the foregoing, the maximum billable rate, after application of the multiplier, shall not exceed one hundred fifty dollars (\$150.00) per hour.
- 3.13.c If the extra services of the Architect/Engineer, pursuant to the terms of this section, results in an increase in the total cost of construction, such increase shall not be considered in computing the Design Fee.
- 4. Independent Contractor. The Contractor is an independent contractor of the County. The Contractor shall not, nor shall any officer, director, employee, servant, agent or independent contractor of the Contractor (a "Contractor Agent"), be (i) deemed a County employee, (ii) commit the County to any obligation, or (iii) hold itself, himself, or herself out as a County employee or Person with the authority to commit the County to any obligation. As used in this Agreement the word "Person" means any individual person, entity (including partnerships, corporations and limited liability companies), and government or political subdivision thereof (including agencies, bureaus, offices and departments thereof).
- 5. No Arrears or Default. The Contractor is not in arrears to the County upon any debt or contract and it is not in default as surety, contractor, or otherwise upon any obligation to the County, including any obligation to pay taxes to, or perform services for or on behalf of, the County.
- 6. Compliance With Law,
  - (a) Generally. The Contractor shall comply with any and all applicable Federal, State, and Local Laws, including, but not limited to those relating to conflicts of interest, discrimination, and disclosure of information, in connection with its performance under this Agreement. In furtherance of the foregoing, the Contractor is bound by and shall comply with the terms of Appendices U and EE attached hereto. As used in this Agreement, the word "Law" includes any and all statutes.

Local Laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted or adopted.

- (b) Records Access. The parties acknowledge and agree that all records, information, and data ("Information") acquired in connection with performance or administration of this Agreement shall be used and disclosed solely for the purpose of performance and administration of the contract or as required by law. The Contractor acknowledges that Contractor Information in the County's possession may be subject to disclosure under Section 87 of the New York State Public Officer's Law. In the event that such a request for disclosure is made, the County shall make reasonable efforts to notify the Contractor of such request prior to disclosure of the Information so that the Contractor may take such action as it deems appropriate.
- (c) <u>Protection of Client Information</u>. [Agency specific requirements should be included here.]
- 7. Minimum Service Standards. Regardless of whether required by Law:
  - (a) The Contractor shall, and shall cause Contractor Agents to, conduct its, his or her activities in connection with this Agreement so as not to endanger or harm any Person or property.
  - (b) The Contractor shall deliver services under this Agreement in a professional manner consistent with the best practices of the industry in which the Contractor operates. The Contractor shall take all actions necessary or appropriate to meet the obligation described in the immediately preceding sentence, including obtaining and maintaining, and causing all Contractor Agents to obtain and maintain, all approvals, licenses, and certifications ("Approvals") necessary or appropriate in connection with this Agreement.
  - (c) In connection with the termination or impending termination of this agreement the Contractor shall, regardless of the reason for termination, take all actions reasonably requested by the County (including those set forth in other provisions of this Agreement) to assist the County in transitioning the Contractor's responsibilities under this Agreement. The provisions of this subsection shall survive the termination of this Agreement.

#### 8. Indemnification; Defense; Cooperation.

(a) The Contractor shall be solely responsible for and shall indemnify and hold harmless the County, the Department and its officers, employees, and agents (the "Indemnified Parties") from and against any and all liabilities, losses, costs, expenses (including, without limitation, attorneys' fees and disbursements) and damages ("Losses"), arising out of or in connection with any acts or omissions of the Contractor or a Contractor Agent, regardless of whether due to negligence, fault, or default, including Losses in connection with any threatened investigation, litigation or other proceeding or preparing a defense to or prosecuting the same; provided, however, that the Contractor shall not be responsible for that portion, if any, of a Loss that is caused by the negligence of the County.

- (b) The Contractor shall, upon the County's demand and at the County's direction, promptly and diligently defend, at the Contractor's own risk and expense, any and all suits, actions, or proceedings which may be brought or instituted against one or more Indemnified Parties for which the Contractor is responsible under this Section, and, further to the Contractor's indemnification obligations, the Contractor shall pay and satisfy any judgment, decree, loss or settlement in connection therewith.
- (c) The Contractor shall, and shall cause Contractor Agents to, cooperate with the County and the Department in connection with the investigation, defense or prosecution of any action, suit or proceeding in connection with this Agreement, including the acts or omissions of the Contractor and/or a Contractor Agent in connection with this Agreement.
- (d) The provisions of this Section shall survive the termination of this Agreement.

#### 9. <u>Insurance</u>.

- (a) Types and Amounts. The Contractor shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall name Nassau County" as an additional insured and have a minimum single combined limit of liability of not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate coverage, (ii) if contracting in whole or part to provide professional services, one or more policies for professional liability insurance, which policy(ies) shall have a minimum single combined limit liability of not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate coverage, (iii) compensation insurance for the benefit of the Contractor's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, and (iv) such additional insurance as the County may from time to time specify.
- (b) Acceptability; Deductibles; Subcontractors. All insurance obtained and maintained by the Contractor pursuant to this Agreement shall be (i) written by one or more commercial insurance carriers licensed to do business in New York State and acceptable to the County and (ii) in form and substance acceptable to the County. The Contractor shall be solely responsible for the payment of all deductibles to which such policies are subject. The Contractor shall require any subcontractor hired in connection with this Agreement to carry insurance with the

same limits and provisions required to be carried by the Contractor under this Agreement.

(c) Delivery; Coverage Change; No Inconsistent Action. Prior to the execution to this Agreement, copies of current certificates of insurance evidencing the insurance coverage required by this Agreement shall be delivered to the Department. Not less than thirty (30) days prior to the date of any expiration or renewal of, or actual, proposed or threatened reduction or cancellation of coverage under, any insurance required hereunder, the Contractor shall provide written notice to the Department of the same and deliver to the Department renewal or replacement certificates of insurance. The Contractor shall cause all insurance to remain in full force and effect throughout the term of this Agreement and shall not take or omit to take any action that would suspend or invalidate any of the required coverages. The failure of the Contractor to maintain Workers' Compensation Insurance shall render this contract void and of no effect. The failure of the Contractor to maintain the other required coverages shall be deemed a material breach of this Agreement upon which the County reserves the right to consider this Agreement terminated as of the date of such failure.

#### 10. Assignment; Amendment; Waiver; Subcontracting.

This Agreement and the rights and obligations hereunder may not be in whole or part (i) assigned, transferred or disposed of, (ii) amended, (iii) waived, or (iv) subcontracted, without the prior written consent of the County Executive or his or her duly designated deputy (the "County Executive"), and any purported assignment, other disposal or modification without such prior written consent shall be null and void. The failure of a party to assert any of its rights under this Agreement, including the right to demand strict performance, shall not constitute a waiver of such rights.

#### Termination.

(a) Generally. This Agreement may be terminated (i) for any reason by the County upon thirty (30) days' written notice to the Contractor, (ii) for "Cause" by the County immediately upon the receipt by the Contractor of written notice of termination, (iii) upon mutual written Agreement of the County and the Contractor, and (iv) in accordance with any other provisions of this Agreement expressly addressing termination.

As used in this Agreement the word "Cause" includes: (i) a breach of this Agreement; (ii) the failure to obtain and maintain in full force and effect all Approvals required for the services described in this Agreement to be legally and professionally rendered; and (iii) the termination or impending termination of federal or state funding for the services to be provided under this Agreement.

(b) By the Contractor. This Agreement may be terminated by the Contractor if performance becomes impracticable through no fault of the Contractor, where the impracticability relates to the Contractor's ability to perform its obligations and not to a judgment as to convenience or the desirability of continued performance. Termination under this subsection shall be effected by the Contractor delivering to the commissioner or other head of the Department (the "Commissioner"), at least sixty (60) days prior to the termination date (or a shorter period if sixty days' notice is impossible), a notice stating (i) that the Contractor is terminating this Agreement in accordance with this subsection, (ii) the date as of which this Agreement will terminate, and (iii) the facts giving rise to the Contractor's right to terminate under this subsection. A copy of the notice given to the Commissioner shall be given to the Department (the "Applicable DCE") on the same day that notice is given to the Commissioner.

- 12. Accounting Procedures; Records. The Contractor shall maintain and retain, for a period of six (6) years following the later of termination of or final payment under this Agreement, complete and accurate records. documents. accounts and other evidence, whether electronically or manually ("Records"), pertinent to performance under this Agreement. Records shall be maintained in accordance with Generally Accepted Accounting Principles and, if the Contractor is a non-profit entity, must comply with the accounting guidelines set forth in the federal Office of Management & Budget Circular A-122, "Cost Principles for Non-Profit Organizations." Such Records shall at all times be available for audit and inspection by the Comptroller, the Department, any other governmental authority with jurisdiction over the provision of services hereunder and/or the payment therefore, and any of their duly designated representatives. The provisions of this Section shall survive the termination of this Agreement.
- 13. <u>Limitations on Actions and Special Proceedings against the County.</u> No action or special proceeding shall lie or be prosecuted or maintained against the County upon any claims arising out of or in connection with this Agreement unless:
  - (a) Notice. At least thirty (30) days prior to seeking relief the Contractor shall have presented the demand or claim(s) upon which such action or special proceeding is based in writing to the Applicable DCE for adjustment and the County shall have neglected or refused to make an adjustment or payment on the demand or claim for thirty (30) days after presentment. The Contractor shall send or deliver copies of the documents presented to the Applicable DCE under this Section to each of (i) the Department and the (ii) the County Attorney (at the address specified above for the County) on the same day that documents are sent or delivered to the Applicable DCE. The complaint or necessary moving papers of the Contractor shall allege that the above-described actions and inactions preceded the Contractor's action or special proceeding against the County.
  - (b) <u>Time Limitation</u>. Such action or special proceeding is commenced within the earlier of (i) one (1) year of the first to occur of (A) final payment under or the termination of this Agreement, and (B) the accrual of the

cause of action, and (ii) the time specified in any other provision of this Agreement.

- 14. Consent to Jurisdiction and Venue: Governing Law. Unless otherwise specified in this Agreement or required by Law, exclusive original jurisdiction for all claims or actions with respect to this Agreement shall be in the Supreme Court in Nassau County in New York State and the parties expressly waive any objections to the same on any grounds, including venue and forum non conveniens. This Agreement is intended as a contract under, and shall be governed and construed in accordance with, the Laws of New York State, without regard to the conflict of laws provisions thereof.
- 15. Notices. Any notice, request, demand or other communication required to be given or made in connection with this Agreement shall be (a) in writing, (b) delivered or sent (i) by hand delivery, evidenced by a signed, dated receipt, (ii) postage prepaid via certified mail, return receipt requested, or (iii) overnight delivery via a nationally recognized courier service, (c) deemed given or made on the date the delivery receipt was signed by a County employee, three (3) business days after it is mailed or one (1) business day after it is released to a courier service, as applicable, and (d)(i) if to the Department, to the attention of the Commissioner at the address specified above for the Department, (ii) if to an Applicable DCE, to the attention of the Applicable DCE (whose name the Contractor shall obtain from the Department) at the address specified above for the County, (iii) if to the Comptroller, to the attention of the Comptroller at 240 Old Country Road, Mineola, NY 11501, and (iv) if to the Contractor, to the attention of the person who executed this Agreement on behalf of the Contractor at the address specified above for the Contractor, or in each case to such other persons or addresses as shall be designated by written notice.

## 16. All Legal Provisions Deemed Included; Severability, Supremacy; Construction.

- (a) Every provision required by Law to be inserted into or referenced by this Agreement is intended to be a part of this Agreement. If any such provision is not inserted or referenced or is not inserted or referenced in correct form then (i) such provision shall be deemed inserted into or referenced by this Agreement for purposes of interpretation and (ii) upon the application of either party this Agreement shall be formally amended to comply strictly with the Law, without prejudice to the rights of either party.
- (b) In the event that any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
- (c) Unless the application of this subsection will cause a provision required by Law to be excluded from this Agreement, in the event of an actual conflict between the terms and conditions set forth above the signature page to this Agreement and those contained in any schedule, exhibit,

- appendix, or attachment to this Agreement, the terms and conditions set forth above the signature page shall control. To the extent possible, all the terms of this Agreement should be read together as not conflicting.
- (d) Each party has cooperated in the negotiation and preparation of this Agreement. Therefore, in the event that construction of this Agreement occurs, it shall not be construed against either party as drafter.
- 17. <u>Section and Other Headings</u>. The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.
- 18. Entire Agreement. This Agreement represents the full and entire understanding and agreement between the parties with regard to the subject matter hereof and supercedes all prior agreements (whether written or oral) of the parties relating to the subject matter of this Agreement.
- 19. Administrative Service Charge. The Contractor agrees to pay the County an administrative service charge of <u>five hundred</u> dollars (\$<u>SOO</u>) for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance Number 201-2001. The administrative service charge shall be due and payable to the County by the Contractor upon signing this Agreement.
- 20. Executory Clause. Notwithstanding any other provision of this Agreement:
  - (a) Approval and Execution. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person unless (i) all County approvals have been obtained, including, if required, approval by the County Legislature, and (ii) this Agreement has been executed by the County Executive (as defined in this Agreement).
  - (b) Availability of Funds. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person beyond funds appropriated or otherwise lawfully available for this Agreement, and, if any portion of the funds for this Agreement are from the state and/or federal governments, then beyond funds available to the County from the state and/or federal governments.

IN WITNESS WHEREOF, the Contractor and the County have executed this Agreement as of the date first above written.

[FULL LEGAL NAME OF CONTRACTOR IN ALL CAPS]

CAMERON ENGINEERING & ASSOCIATES,

By: Jayled Ando

Name: (Tosephi. Amato Title: Partner

Date: 3/9/06

**NASSAU COUNTY** 

Name: / teter T Gerh

Title: Deputy County Executive

Date: 4/20/06

PLEASE EXECUTE IN BLUE INK



# CAMERON ENGINEERING & ASSOCIATES, LLP

Three Aerial Way, Suite 100 Syosset, NY 11791-5501 Tel 516-827-4900 Fax 516-827-4920

August 9, 2005

Mr. Gary Yansick Nassau County Department of Public Works 1194 Prospect Avenue Westbury, NY 11590

Re:

Request for Proposal

HVAC and Fire Protection System Upgrades

Various Nassau County Courts

Nassau County Capital Project No. 90611

CP 3650

Dear Mr. Yansick:

Cameron Engineering & Associates, LLP respectfully submits this Cost Proposal for the above referenced project.

The Engineering Fee for the separately submitted Proposal are as follows:

Existing Conditions Survey/Evaluation

\$ 48,500

Design and Construction Phase

\$355,000

The attached preliminary Staffing Plan denotes staff assignments and anticipated man-hours for the work effort.

Should you or other representatives have any questions or require additional clarification on any specific item of the Proposal, please do not hesitate to contact either Glenn DeSimone, P.E., CPE or myself at our office.

Very truly yours,

Joseph R. Amato, P.E.

Glim Do Sunero For

Partner

JRA/kw

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# CAMERON ENGINEERING & ASSOCIATES, LLP

Three Aerial Way, Suite 100 Syosset, NY 11791-5598 Tel 516-827-4900 Fax 516-827-4920 Text (CLF) 9/23 LoC F anglost Age / ABC As prepare recom memo to c. bxec

September 15, 2005

Mr. Joseph Davenport, P.E. Nassau County Department of Public Works 1194 Prospect Avenue Westbury, New York 11590

Re:

HVAC and Fire Protection System Upgrades

Various Nassau County Courts Capital Project No. 90611

CP 3650

Dear Mr. Davenport:

This letter is a confirmation of our prior conversation regarding the referenced project.

Cameron Engineering & Associates, LLP can provide Contract Documents ready for bid in a thirteen (13) month design period, with concurrent design reviews provided by the Nassau County Department of Public Works.

The professional design and construction phase service fee for this project, based on a total construction cost of \$4,000,000, would be provided on an 8.875% of construction basis.

Should you have any questions or require additional information, please contact our office.

Very truly yours,

Joseph R. Amato, P.E.

Partner

JRA/th

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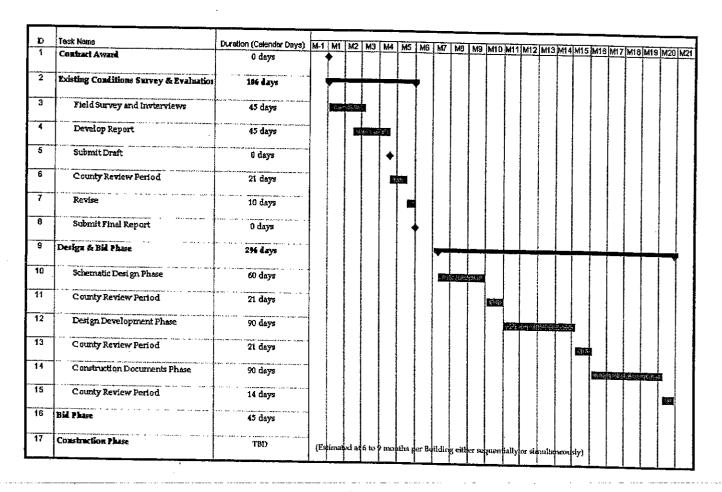
Sub-Total Cost	Sub-Total Hours	recommend award	review bids	answer questions/issue addendums	Bidding and Award		Sub-Total Cost	Sub-Total Hours	Prepare Revisions to Documents	Cost Estimate - Final	prepare submission and presentation	cost estimate	Specifications	MEP engineering	Detailed Design and Contract Documents	Sub-Total Cost	Sub-Total Hours	prepare submission and presentation	cost estimate	outline specification	MEP engineering	Design Development	Sub-Total Cost	Sub-Total Hours	prepare submission and presentation	develop MEP systems	refine selected scheme	Develop alternative schemes	gather site information	Meet with County: Kick-off Session	Sketch Study Phase	I IOCH TECOL NEW	Hourly Lahor Rate	TASKS:
\$640	8	2	2	4			\$1,280	16	2	2	2			10		\$1,120	14	2	2		10		\$1,120	14	2	6	1	1		4		400	\$80	Joseph R. Amato, P.E., LEED Partner-in-Charge
\$1,56	26	2	8	16			\$4,800	80	4	8	8		16	44		\$3,720	62	2	4	8	48		\$2,640	44	4	24	2	8	2	4		600	09\$	Glenn DeSimone, P.E., CPE, LEED Associate, Manager of Mechanical Engineering
\$2,520	42	2	24	16		:	\$17,280	288	4	16	8		40	220		\$4,200	70	2	12	8	48		\$2,640	44	4	24	2	8	2	4		400	5	Steven Giordano, P.E., LEED Steven Schaeperkoetter, P.E. Senior Project Engineers
\$0	0						\$7,680	128		8				120		\$480	8		8				\$240	4						4		400		Douglas Constantine, P.E. Senior Project Engineer
\$3,344	88	4	24	60			\$16,264	428	24		24	E	80	300		\$5,624	148	8		40	100		\$2,736	72		48	4	16	4			400	\$38	Engineers
\$400	16			16			\$8,700	348	40		24			284		\$4,700	188	8			180		\$800	32		16	8	8				# = 0	\$25	Drafters - CADD
\$8,464	180	10	58	112			\$56,004	1288	74	34	66	0	136	978		\$19,844	490	22	26	56	386		\$10,176	210	10	118	17	41	8	16		3		TOTALS

TOTAL FEE	Reimbursables-Printing	OVERHEAD @ 2.7	TOTAL DIRECT LABOR	TOTAL HOURS	Sub-Total Cost	Sub-Total Hours	close-out	puchlist	issue field directives	attend bi-weekly job meetings	respond to RFI's	shop drawing review	Construction Administration		Hourly Labor Rate	TASKS:
			\$5,120	64	\$960	12				4	4	4			\$80	Joseph R. Amato, P.E., LEED Partner-in-Charge
			\$15,840	264	\$3,120	52			4	16	16	16			\$60	Glenn DeSimone, P.E., CPE, LEED Associate, Manager of Mechanical Engineering
			\$43,440	724	\$16,800	280			4	160	16	100			\$60	Steven Giordano, P.E., LEED Steven Schaeperkoetter, P.E. Senior Project Engineers
			\$14,400	240	\$6,000	100						100			\$60	Douglas Constantine, P.E. Senior Project Engineer
			\$37,696	992	\$9,728	256	40	40	16		60	100			\$38	Engineers
			\$14,800	592	\$200	8			8						\$25	Drafters - CADD
\$359,499	\$5,000	\$354,499	\$131,296	2876	\$36,808	708	40	40	32	180	96	320				TOTALS

### 6. PROPOSED SCHEDULE

Cameron Engineering will provide the necessary engineering services to fulfill the Scope of Work as provided in the RFP. We have an excellent track record in meeting both schedules and budgets, the result of effective project controls that are an integral part of the management process. Cameron Engineering understands that scheduling is an integral part of this County project.

The following Project Schedule has been developed showing milestone dates.



ACUKU, CERTI	FICATE OF "JAB	ILIIY INS	UKANC	<u>.</u>	DATE 05/18/2005 1 1						
PRODUCER James C. Herrmann & Associates, Ltd 265 Sunrise Highway	1.	ONLY AN HOLDER.	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFO ONLY AND CONFERS NO RIGHTS UPON THE CER HOLDER. THIS CERTIFICATE DOES NOT AMEND, EX ALTER THE COVERAGE AFFORDED BY THE POLICIES								
P.O. Box 430			INSURERS AFFORDING COVERAGE								
Rockville Centre NY 11571-0430 Cameron Engineering 8	Associates,LLP	INSURER A: TI	ransportation Insur	ance Company							
Three Aerial Way	·	INSURER B: S	INSURER B. St. Paul								
Suite 100		INSURER C:									
Syosset NY 11791		INSURER D:	INSURER D:								
COVERAGES		J NOOKEK E.									
ANY REQUIREMENT, TERM OR COMMAY PERTAIN, THE INSURANCE AFF	D BELOW HAVE BEENISSUED TO THE IDITION OF ANY CONTRACT OR OTH FORDED BY THE POLICIES DESCRIBE DWN MAY HAVE BEEN REDUCED BY	ER DOCUMENT WIT DHEREIN IS SUBJEC	H RESPECT TO WI	HICH THIS CERTIFICATE	MAY BE ISSUED OR						
INSR TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	Limi	rs						
GENERAL LIABILITY				EACH OCCURRENCE	\$1,000,000						
A X COMMERCIAL GENERAL LIABILITY	B 2076703479	05/07/05	05/07/06	FIRE DAMAGE (Any one fire)	\$300,000						
CLAIMS MADE X OCCUR				MED EXP (Any one person) PERSONAL & ADV INJURY	\$10,000 \$1,000,000						
				GENERAL AGGREGATE	\$2,000,000						
GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG	\$2,000,000						
POLICY X PRO- LOC				Valuable Papers	\$100,000						
AUTOMOBILE LIABILITY  A X ANY AUTO	2076703479	05/07/05	05/07/06	COMBINED SINGLE LIMIT / (Ea accident)	\$1,000,000						
ALL OWNED AUTOS SCHEDULED AUTOS				BODILY INJURY (Per person)	\$						
X HIRED AUTOS NON-OWNED AUTOS				BODILY INJURY (Per accident)	\$						
	:			PROPERTY DAMAGE (Per accident)	\$.						
\RAGE LIABILITY		1.		AUTO ONLY - ÉA ACCIDENT	\$						
ANY AUTO	·			OTHER THAN EA ACC AUTO ONLY: AGG	<u>s</u>						
EXCESS LIABILITY				EACH OCCURRENCE	\$5,000,000						
X OCCUR CLAIMS MADE	2076703515	05/07/05	05/07/06	AGGREGATE	\$5,000,000						
<u></u>					\$						
DEDUCTIBLE					\$						
RETENTION \$0  WORKERS COMPENSATION AND				X WC STATU- OTH-	\$						
EMPLOYERS' LIABILITY	WC 2 76886091	05/07/05	05/07/00	E.L. EACH ACCIDENT	\$100,000						
				E,L. DISEASE - EA EMPLOYEE	<del></del>						
				E.L., DISEASE - POLICY LIMIT	\$500,000						
OTHER Professional Liability	QP03800019	05/12/05	05/12/06	\$2,000,000 \$2,000,000 \$35,000	per claim aggregate per claim ded						
DESCRIPTION OF OPERATIONS/LOCATIONS/VE	HICLES/EXCLUSIONS ADDED BY ENDORSEN	IENT/SPECIAL PROVISION	· · · · · · · · · · · · · · · · · · ·	\$33,000	per cianni deu						
All Engineering & Architect service pro	ject.			· ·							
	•		,								
				4.							
CERTIFICATE HOLDER X ADD	ITIONAL INSURED; INSURER LETTER: _A_	CANCELLATI	ION	<u></u>							
	MINING INCORES, INCORES LETTER _/			D POLICIES BE CANCELLED B	FORETHE EXPIRATION						
Nassau County One West Street			DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 - DAYS WRITTEN								
One west Street		NOTICE TO THE	NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHA								
Mineola, NY 11501		IMPOSE NO OBL	IGATION OR LIABILITY	OF ANY KIND UPON THE INS	URER, ITS AGENTS OR						
	•	REPRESENTATION AUTHORIZED REP		On Mad	<u>'</u>						
	•	AOTHORIZED KEP	WESCHIAINE	Him CH	u_						
CORD 25-S (7/97)				V ⊚ ACORD CO	RPORATION 1988						

#### COUNTY OF NASSAU

### CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE FORM

1.	Name of the Entity: Cameron Engineering and Associates, LLP
	Address: 100 Sunnyside Blvd., Suite 100
	City, State and Zip Code: Woodbury, NY 11797
2.	Entity's Vendor Identification Number: 11-3313855
3.	Type of Business: Public Corp X Partnership Joint Venture
	Ltd. Liability CoClosely Held CorpOther (specify)
of Joir	List names and addresses of all principals; that is, all individuals serving on the Board of ors or comparable body, all partners and limited partners, all corporate officers, all parties at Ventures, and all members and officers of limited liability companies (attach additional if necessary):
Josep Janice Mark Kevin	D. Cameron, Jr., 59 Royal Court, Rockville Centre, NY 11570  ch R. Amato, 307 Lawn Lane, Upper Brookville, NY 11771  e Jijina, 2850 Lee Place, Bellmore, NY 11710  Wagner, 663 Tanglewood Road, West Islip, NY 11795  M. McAndrew, 39 Bedell Place, Amityville, NY 11701  las Kumbatovic, 2026 Stratford Drive, Westbury, NY 11590

5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholdres/partners/members. If a Publicly held Corporation include a copy of the 10K in lieu of completing this section.

John D. Cameron, Jr., 59 Royal Court, Rockville Centre, NY 11570 Joseph R. Amato, 307 Lawn Lane, Upper Brookville, NY 11771 Cameron Engineering, Planning and Architecture, P.C. (100% owned by John D. Cameron, Jr.) 100 Sunnyside Blvd., Suite 100, Woodbury, NY 11797 6. List all affiliated and related companies and their relationship to the firm entered on line 1. above (if none, enter "None"). Attach a separate disclosure form for each affiliated or subsidiary company that may take part in the performance of this contract. Such disclosure shall be updated to include affiliated or subsidiary companies not previously disclosed that participate in the performance of the contract.

Cameron Engineering, Planning And Architecture, P.C. (100% owned by John D. Cameron, Jr.)
100 Sunnyside Blvd., Suite 100, Woodbury, NY 11797
Cameron Engineering & Associates of New York, PLLC
(80% owned by John D. Cameron Jr & 20% Owned by Joseph R. Amato)
100 Sunnyside Blvd., Suite 100, Woodbury, NY 11797

- 7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence or promote a matter before Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements, or to otherwise engage in lobbying as the term is defined herein. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.
  - (a) Name, title, business address and telephone number of lobbyist(s):

NONE\_

(b) description of	Describe lobbying activity of each lobbyist. See page 4 of 4 for a complete flobbying activities.						
Not Applicab	ole.						
(c) Nassau Count	List whether and where the person/organization is registered as a lobbyist (e.g., y, New York State):						
Not Applicab	ele.						
8. VERIFICATION OF VERIFICATIO	TCATION: This section must be signed by a principal of the consultant, Vendor authorized as a signatory of the firm for the purpose of executing Contracts.						
The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.							
	o=						
Dated: 0/-	07-15 Signed: Joseph D. America D. F.						
	Print Name: Joseph R. Amato, P.E.						
	Title: Senior Partner						

#### Page 4 of 4:

The term lobbying shall mean any attempt to influence: any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage. defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including by not limited to the preparation of requests for proposals, or solicitation, award or administration of a contract or with respect to the solicitation, award or administration of a grant, loan, or agreement involving the disbursement of public monies; any determination made by the County Executive, County Legislature, or by the County of Nassau, its agencies, boards, commissions, department heads or committees, including but not limited to the Open Space and Parks Advisory Committee, the Planning Commission, with respect to the zoning, use, development or improvement of real property subject to County regulation, or any agencies, boards, commissions, department heads or committees with respect to requests for proposals, bidding, procurement or contracting for services for the County; any determination made by an elected county official or an officer or employee of the county with respect to the terms of the acquisition or disposition by the county of any interest in real property, with respect to a license or permit for the use of real property of or by the county, or with respect to a franchise, concession or revocable consent; the proposal, adoption, amendment or rejection by an agency of any rule having the force and effect of law; the decision to hold, timing or outcome of any rate making proceeding before an agency; the agenda or any determination of a board or commission; any determination regarding the calendaring or scope of any legislature oversight hearing; the issuance, repeal, modification or substance of a County Executive Order; or any determination made by an elected county official or an officer or employee of the county to support or oppose any state or federal legislation, rule or regulation, including any determination made to support or oppose that is contingent on any amendment of such legislation, rule or regulation, whether or not such legislation has been formally introduced and whether or not such rule or regulation has been formally proposed.